

November 30, 2016

Puget Sound Clean Air Agency  
Andrew Green  
1904 3<sup>rd</sup> Ave, Suite 105  
Seattle, WA 98101

Re: License for Temporary Use and/or Occupancy

Dear: Mr. Green:

This letter will confirm the terms under which The Northwest Seaport Alliance ("Licensor"), as agent for the Port of Seattle ("Port") will grant the Puget Sound Clean Air Agency, a municipal corporation under the laws of the State of Washington (the "Licensee") a non-exclusive, revocable license ("the License") for the temporary use and occupancy of 2,050 square feet of office area, along with adjacent parking area within the Terminal 5 Container Freight Station ("CFS"), located at 3520 26<sup>th</sup> Ave SW, Seattle, WA 98106 (the "Premises") to serve as a drayage truck outreach center in support of implementing the drayage truck scrappage and replacement program referred to as Scrappage and Replacement for Air in Puget Sound II (the "Permitted Use"). The Premises are reflected on the drawing enclosed with this letter. The following terms apply to this License:

1. Agreement is a License. The relationship between Licensor and Licensee is not one of landlord and tenant, but rather one of licensor and licensee. The incurrence of any costs with respect to the Premises or Permitted Use by Licensee shall in no way operate to confer upon Licensee any other interest, status, or estate of any kind other than licensee nor obligate Licensor to enter into any agreement conferring such other interest. Licensee shall have no recourse against Licensor for any breach hereunder.
2. Term. This License shall be on a month-to-month basis beginning on October 1, 2016 (the "Commencement Date"), and may be terminated by notice of thirty (30) days or more preceding the end of the monthly rental period at which termination is proposed, given by one party to the other.
3. Access Fee. On or before the commencement of the term set forth in paragraph 2, Licensee shall pay to Licensor the sum of \$3,198.00 for the use and occupancy of the Premises as set forth herein. This Access Fee shall include Premises utilities (electric, water and sewer only) and common area janitorial expenses. Licensee is responsible for payment of any tax levied on, or measured by, the access fee paid by Licensee.

Effective October 1, 2016: 2,050 sf office space @ \$1.56 sf/month = \$3,198.00

The Access Fee shall be adjusted on the anniversary of the Commencement date and every twelfth (12<sup>th</sup>) month thereafter through the term of this License, including any extension term (if any), by 3% per year.

4. Security Deposit. Licensee shall, prior to the commencement of the term set forth in paragraph 2, obtain and deliver to Licensors a corporate surety company bond, irrevocable stand-by letter of credit, or cash deposit in an amount of NINE THOUSAND FIVE HUNDRED NINETY-FOUR AND 00/100 DOLLARS (\$9,594.00), equal to three months of the Access Fee to secure Licensee's full performance of this License. Licensors may apply all or part of this security to any unpaid sum due under this License or to cure other defaults of Licensee. Licensors will return the unused portion of any cash security within a reasonable period of time following the termination of this License.
5. Terminal Security. Licensee will comply at all times with all local, state, and federal laws, rules, and regulations relating to security ("Security Laws") at any Port facility. If the Premises are subject to a government-approved security plan ("Security Plan"), Licensee will fully and promptly comply with the Security Plan. If the Premises are not subject to a Security Plan and if Licensee undertakes any activity or handles any cargo that brings the Premises or surrounding area under the Security Laws, Licensee will be fully liable for all its costs and Licensors or Port costs associated with complying with the Security Laws for the Premises and surrounding areas. Licensee will provide Licensors evidence satisfactory to Licensors that the appropriate government authority has approved any Licensee-prepared security plan. Licensee will be liable for any fines or penalties for its failure to comply with the Security Laws or the Security Plan whether assessed against Licensee or Licensors.
6. Environmental. Licensee agrees to comply with all applicable rules and regulations of Licensors pertaining to the Premises in existence or hereafter promulgated for water quality and pollution prevention, for the general safety and convenience of Licensors, its various tenants, invitees, licensees and the general public. Licensee further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations, including without limitation those relating to environmental matters.
7. Utilities. Except as expressly agreed in Paragraph 3, Licensors shall have no obligation to provide any utility services to the Premises and Licensee shall be liable for payment of any utilities consumed, either directly to utility suppliers or as pro-rated by Licensors to multiple users. Licensee shall be responsible for its own janitorial and garbage collection services for the Premises. Licensee shall be responsible for monthly stormwater utility fees.
8. Maintenance and Repair by Licensee: Licensee shall, at its sole cost and expense, keep the Premises – both outside and inside, together with all alterations, equipment and installations – in good order, condition and repair at all times. Licensee shall make all repairs and replacements (ordinary as well as extraordinary, foreseen and unforeseen) which may be necessary or required so that at all times the Premises are in good order, condition and repair. Without limiting the generality of the foregoing, Licensee shall



keep the glass of all windows and doors on the Premises clean and presentable, shall replace all cracked or broken glass in the Premises, shall keep the mechanical and electrical systems and all drains clean and in a good state of repair, shall protect the sprinkler system and all pipes and drains so that they will not freeze or become clogged and shall not permit or suffer any waste, damages, or disfigurement to or upon the Premises or any part thereof.

9. Maintenance and Repair by Licensors: Notwithstanding anything to the contrary in Paragraph 8, Licensors shall repair and maintain the roof (both structure and covering/membrane), HVAC system, exterior walls, foundation and building structure of the Premises in good order, condition and repair. Licensors shall perform this work at its sole cost and expense, except to the extent that any such repairs may be required as a result of damage caused by negligence of Licensee or its agents, employees, invitees or licensees, in which event the work shall be at the cost or expense of Licensee. Licensors shall perform such repair or maintenance work called to its attention by Licensee within a reasonable period of time after receipt of such notice by Licensee. There shall be no abatement or reduction of Access Fee, and Licensors shall not be responsible for any loss or damages to Licensee's business, arising by reason of Licensors making any repairs, alterations or improvements.
10. Licensee Responsible for Safety and Property. Licensee specifically accepts the Premises in their present condition on an as-is, where-is basis. Licensee's activities within, on or about the Premises shall be at Licensee's sole risk, and Licensors shall not be responsible for the safety of Licensee, its employees, agents, licensees or invitees, or for the condition or loss of any items of personal property brought onto the Premises by any of them.
11. Compliance with Laws, Rules, and Regulations. Licensee shall, at its sole cost and expense, use and/or occupy the Premises solely: (i) in the manner contemplated by this License, (ii) in an orderly manner so as to avoid unreasonably interfering with or interrupting the normal business operations and quiet enjoyment of the other occupants of the Premises or adjoining properties or premises, and (iii) in full compliance with all applicable governmental laws, rules, regulations, and codes, specifically including those related to the protection of the environment and those promulgated by Licensors for the general safety and convenience of its customers and the public. Licensee also shall, at its sole cost and expense, obtain any and all permits, licenses, and approvals that may be required in order to make lawful the Licensee's activities on the Premises.
12. Indemnification/Hold Harmless. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.
13. Insurance. Licensee shall provide the following insurance coverage which it shall obtain from commercial insurance carriers and this coverage shall be maintained throughout the term of the License.

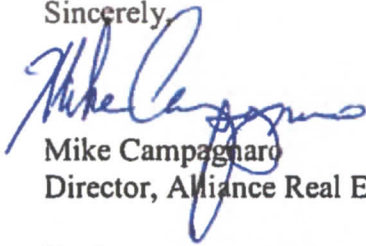
- a. Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or an equivalent policy form) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - b. Licensee's insurance shall be primary and non-contributory with respect to any insurance the Port or Licensor carries and apply separately to each insured. The Port and Licensor shall be named as an additional insured on this policy.
  - c. Licensee shall submit to Licensor a Certificate of Insurance which shows that it has obtained the required coverage(s) and a copy of the additional insured endorsement for the commercial general liability insurance policy. The stated insurance limits shall not be construed as to relieve the Licensee from liability in excess of the limits. All deductibles or self-insurance retentions are the responsibility of Licensee.
  - d. Licensee shall have the option of providing a program of self-insurance in lieu of commercial insurance. "Self-Insurance" shall mean that Licensee is acting as though it were the insurance company providing the required insurance. Licensee will have to provide evidence to Licensor that Licensee's self-insurance program demonstrates a financial worth of sufficient capacity to finance claims, losses, and defense obligations that would otherwise be covered by the commercial insurance specified above. If Licensor does not accept in whole or in part, Licensee's self-insurance program, Licensee shall provide commercial insurance as required by this Section.
14. Applicable Law; Attorneys' Fees. In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.
15. Entire Agreement. This letter sets forth all covenants, promises, agreements, conditions and understandings between Licensor and Licensee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Licensor and Licensee other than as set forth in this Agreement. No subsequent alteration, amendment, change or addition to this Licensee shall be binding upon Licensor or Licensee unless reduced to writing and signed by both parties.

When communicating with your insurance agent regarding the processing and distribution of the above-specified proof of insurance, please note that a broker-generated Acord Form 25-S is acceptable, but it must be modified to strictly match the terms of the Agreement. Certificates that do not include the foregoing requirements specified in paragraph 13 above cannot be accepted by Licensor.

Please countersign and return the enclosed duplicate original of this Agreement along with any required access fee, security deposit, certificate of insurance, and additional insured endorsement. We appreciate this opportunity to be of service.



Sincerely,



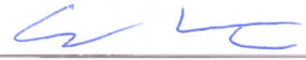
Mike Campagnaro  
Director, Alliance Real Estate

Enclosures

1. Drawing of Premises

Agreed and accepted this 1<sup>st</sup> day of DECEMBER, 2016:

PUGET SOUND CLEAN AIR AGENCY

By:   
Its: EXECUTIVE DIRECTOR

**PLAN**  
1/4" = 1'-0" (NOT TO SCALE)  
Scale: 1/4" = 1'-0"

**Common Area**  
**License Area**

**NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF THE CITY OF SEATTLE.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SEATTLE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SEATTLE.
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**LEGEND:**

- 1. 1/2" THICK CONCRETE SLAB ON GRADE
- 2. 1/2" THICK CONCRETE SLAB ON GRADE
- 3. 1/2" THICK CONCRETE SLAB ON GRADE
- 4. 1/2" THICK CONCRETE SLAB ON GRADE
- 5. 1/2" THICK CONCRETE SLAB ON GRADE
- 6. 1/2" THICK CONCRETE SLAB ON GRADE
- 7. 1/2" THICK CONCRETE SLAB ON GRADE
- 8. 1/2" THICK CONCRETE SLAB ON GRADE
- 9. 1/2" THICK CONCRETE SLAB ON GRADE
- 10. 1/2" THICK CONCRETE SLAB ON GRADE

**SAJAN INC.**  
CONSULTING ENGINEERS

**PORT OF SEATTLE**  
SOUTH PIER FUELING STATION PROJECT  
SHEET NO. 1000-01-001  
DATE: 11-88